

R E M A R K S

A. INTRODUCTION

Claims 1 and 81-101 are pending and rejected.

Upon entry of this Amendment:

- Claims 1 and 81- 101 will be pending
- Claims 1, 81 and 82 will be amended
- Claims 1, 81 and 82 will be the only independent claims

B. SECTION 112 ¶ 1 REJECTION: LACK OF WRITTEN DESCRIPTION/ENABLEMENT

Claims 1 and 81-101 stand rejected under 35 U.S.C. § 112, first paragraph, as containing subject matter which was not described in the specification in such a way as to enable one skilled in the art to which it pertains to make and/or use the invention. Applicants respectfully traverse the Examiner's Section 112 ¶ 1 rejection of Claims 1 and 81-101.

However, each of independent Claims 1, 81 and 82 has been amended to remove the limitation starting with "but does not require commitment to a service agreement for the item placed in the shopping cart" in order to expedite allowance of the present Application and to place the Application in better condition for appeal.

For at least these reasons, Applicants respectfully request the Examiner's withdrawal of the Section 112(1) rejection of Claims 1 and 81-101.

C. SECTION 103(A) REJECTIONS

Claims 1 and 81-101 stand rejected under 35 U.S.C. 103(a) as being unpatentable over Katz (U.S. Patent No. 6,055,513), in view of Oslund "The battle is joined // State's local long-distance business lures US West's Competitor" Star Tribune and Brian Reilly "Upselling strategies hit the net", Net Marketing and Chelliah (U.S. Patent No. 5,710,887) and further in view of Edwards "Credit card issuers see some growth".

Applicants respectfully traverse the Examiner's Section 103(a) rejection for at least the reasons stated in their previous reply filed September 4, 2009.

In addition, Applicants respectfully submit that the Office Action's reliance on Oslund and Edwards is clear error.

The applied references do not teach or suggest the particular, explicit timing aspects and transaction context recited in the present claims.

Applicants agree that Oslund teaches that a Rainbow food store coupon (good for a discount off of a purchase at a Rainbow food store) is given to a customer at the time the customer is signing up for AT&T long-distance service. What Oslund does not suggest, however, is the ability of Rainbow Foods to intervene in the transaction of the customer signing up for AT&T long-distance service, and offer to subsidize the cost of the AT&T long-distance service in exchange for the customer's signing up for a service with Rainbow Foods. Nor does Oslund suggest the converse, that AT&T is intervening in any specific, current transaction of the customer with Rainbow Foods (much less offering to subsidize the cost of that current transaction).

Applicants agree that Edwards teaches a GM-cobranding credit card that allows a cardholder to receive discounts on purchases at a Mobil Service stations. What Edwards does not teach however, is the ability of the credit card issuer (or GM) to intervene in the transaction of any customer making a purchase at a Mobil Service station and offer to subsidize the (e.g., gas) purchase in exchange for the customer signing up for the GM-cobranding card. Nor does Edwards suggest the converse, that Mobil Services is intervening in any specific, current transaction of the customer with any credit card issuer.

For at least these reasons, Applicants submit that no combination of the cited references teaches or suggests all the features of any of Claims 1 or 81-101. Applicants submit that the present Office Action does not set forth a prima facie case of obviousness and respectfully request the withdrawal of the Section 103(a) rejections of Claims 1 and 81-101.

ADDITIONAL COMMENTS

Our silence with respect to the Examiner's other various assertions not explicitly addressed in this paper, including assertions of what the cited reference(s) teach or suggest, the Examiner's interpretation of claimed subject matter or the Specification, or the propriety of any asserted combination(s) of teachings, is not to be understood as agreement with the Examiner. As the Examiner has not established an un rebuttable prima facie case for rejecting any of the claims as pending, for at least the reasons stated in this paper, we need not address all of the Examiner's assertions at this time. Also, the absence of arguments for patentability other than those presented in this paper should not be construed as either a disclaimer of such arguments or as an indication that such arguments are not believed to be meritorious.

D. PETITION FOR EXTENSION OF TIME TO RESPOND & AUTHORIZATION TO CHARGE APPROPRIATE FEES

Applicants understand that a one-month extension of time to respond to the Office Action is necessary.

Please grant a petition for any extension of time required to make this Response timely. Please also charge any other appropriate fees set forth in 37 C.F.R. §§ 1.16 – 1.18 for this paper and for any accompanying papers to:

Charge: \$130.00

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Please credit any overpayment to the same account.

E. CONCLUSION

It is submitted that all of the claims are in condition for allowance. The Examiner's consideration is respectfully requested.

If the Examiner has any questions regarding this paper or the present application, the Examiner is cordially requested to contact Michael Downs at telephone number (203) 438-6408 or via electronic mail at mdowns@finchamdowns.com.

Respectfully submitted,

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Date

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